

## GENERAL CHARTER TERMS 2020 – Bareboat charter

### 1. Contractual Partners

Contractual partners are Adriatic Sailing Ltd, the Yacht charter operator (hereafter called YCO) or organizer and the Charterer as Client mentioned in the Contract / Booking confirmation. The Yacht Charter Operator (organizer) is the Owner of the vessel chartered by the Charterer or authorized person by the letter. The Yacht Agency (hereafter called YA) acts as intermediary in this contract.

### 2. Acceptance of the Contract and its Conditions

- a) The yacht Agency (YA) is authorized to set up this terms and contract as representative of the Yacht charter operator (YCO)
- b) The Charterer confirms with signature that accept Contract/ Booking confirmation and General charter terms and that understood the nautical terminology used therein. Moreover, the Charterer agrees with the General Conditions including the special characteristics of chartering a vessel and with this type of sportive activity.

### 3. Charter Fee

The yacht charter fee included use of the vessel and its inventory. Additional expenses will be calculated separately and will not be taken into consideration in case of possible refunding of charter costs. The following items are not included in the charter fee: marina fees, fuel, gas, water, food, drinks and all expenditures for measures which are required for the proper operation of the vessel during the sailing. Obvious mistakes in calculating the charterer fee or inadequacies referring to some of the terms in the Contract do not justify exiting from the Contract; rather, corrections may be duly undertaken, based on the current list of fees and the current contractual conditions of the YCO. Irregularities in equipment or gear (non-correspondence with inventory or equipment lists supplied to Charterer) do not authorize the Charterer to make any deductions – provided safety and operation of the vessel as such and functioning equipment are guaranteed.

Advance payment (50% of the charter payment is due 7 days after the booking confirmation) and the balance 4 weeks before the embarkation date.

### 4. Journey to Location of Craft Check-in

The journey to the location is not part of the Contract. If the start of the journey is delayed because the Charterer or a member of the crew arrives late, there shall be no refunding of costs. Charterer and crew are aware of the fact that they are leasing an “instrument” to exercise boating and that the terms agreed on differ from laws and regulations governing the tourist sector.

### 5. Charterer’s Exiting from the Contract

- a) The period of validity of the Contract can only be changed in agreement with the YCO and according to the existing possibilities.
- b) If you are not able to embark the chartered boat on the due date for any possible reason you can find another user of the contracted charter services until the agreed date. If you are not able to find another user of the contracted charter services, the following cancellation fees will be charged:

- 10 % of the total amount for cancellation after booking confirmation
- 30 % of the total amount for cancellation within 90 days before the charter period
- 50 % of the total amount for cancellation within 60 days before the charter period
- 100 % of the total amount for cancellation within 30 days before the charter period

- c) Defects, incorrect recordings of instruments or other problems with gear or equipment do not entitle the Charterer to either refuse check-in, stop the trip or raise financial claims – provided correct navigation is possible by applying classical navigation methods, such as position fixing by bearing, dead-reckoning navigation etc. and if safety of ship and crew is guaranteed by good seamanship.

## 6. Check-in and Check-out of Craft

- a) The YCO is obliged to make properly Check-in with the Charterer or the person nominated by him (Skipper) about all technical details concerning gear and equipment, using a check-in or inventory-list. By signing the Check-in list the Charterer/Skipper confirms that the vessel was taken in good condition, clean, with full tank of fuel and water, and fully functioning gear and equipment. Any possible concealed defects or deficiencies of the boat, which could not have been expected by YCO shall not entitle the Client / Charterer to claim for the reduction of the charter rate.
- b) The Charterer may refuse check-in if safety standards do not comply with national rules and regulations or if hull, bonding deck to hull, rig, sail or steering gear are damaged to such an extent that safety of both ship and crew can no longer be guaranteed.
- c) The YCO may refuse to hand over the vessel if
  - The charter fee has not been fully paid
  - obligatory security deposit has not been left or optional insurance paid
  - necessary documents are missing or insufficient (no license or a license not valid for the chartered vessel, etc.)
  - during the process of check-in it turns out that the Skipper does not have required qualification for bareboat charter
- d) in the latter case or if there are licensing problems, the journey may be started with rented professional Skipper, expenses paid by the Charterer
- e) Diver's inspection is standard and obligatory part of check out procedure. According to marina rules, underwater inspection can be done exclusively by official divers employed in marina. Their report is considered confirmation about proper conditions of the boat before handed over to Charterer.

## 7. Delayed Check-in Procedure

- a) In the case of delayed Check-in procedure YCO is obligated to fix the problem or to find an appropriate replacement (meaning a same or similar type of boat; in dimensions, gear and equipment) within 24 hours. If the YCO cannot hand over the boat within 24 hours The Charterer has the right to withdraw from the Contract. In this case payments already made will be refunded to him. No further claims may be raised.
- b) If it is an established fact before the start of the trip that neither vessel nor replacement will be available on the agreed date, the YCO shall be obliged to inform the Charterer as soon as the former knows the facts. In this case both parties may withdraw from the Contract before the assumed start of the trip. Payments made by the Charterer will be refunded as above. No further claims may be raised.

## 8. Insurance and Deposit

The yacht is fully insured against third part damage, fire, explosion, theft or robbery or damage caused by natural disasters, marine and collision risks, and against any loss or damage except equipment expressed in this contract. The financial liability of the client (charterer) for loss or damage caused by him or a crewmember is limited with the agreed security deposit.

- a) The insurance does not cover accidents of crewmembers, losses or damage to their personal belongings. We recommend taking up a special insurance for this purpose.
- b) If the insurance comes to bear in case of damage, terms state that the damage had not been caused deliberately or by gross negligence or that the charterer /Skipper did not set a behavior, which release the insurer to fulfill its contractual obligation.
- c) It is expressly stipulated that in case of gross negligence or deliberate act the liability of the Charterer is not limited by the deposit. The Charterer may be forced to pay the full sum of the damage.

SECURITY DEPOSIT: before check in of the yacht Client / Charterer is obligated to leave security deposit in cash or by credit card (VISA, MASTER, MAESTRO) in domestic HRK currency. After charter is finished the security deposit will be returned in full, unless any damage on the boat, or damage or loss of any item of the vessel equipment has been found. Otherwise, the security deposit shall be kept in equivalent value of the repair / or purchase value of the damaged and/or lost equipment. For regatta will be charged double deposit amount.

NON REFUNDABLE DEPOSIT INSURANCE: upon request is possible to take optional non refundable deposit insurance according to our insurance price list. Deposit insurance is not possible for regattas

## 9. Use of the Craft, Obligations, Damages

- a) The Charterer/Skipper agrees to navigate the craft with special consideration of good seamanship and careful observation of all legal regulations and provisions as applicable in all the countries visited
- b) The Charterer or the Skipper nominated by the Charterer are committed
- not to accept more than the maximum number of persons permitted on board and to inform the YCO and the relevant authorities about any changes in the crew
  - not to allow the craft to be used for transporting passengers nor for commercial fishing nor for any other gainful activity
  - not to take part in races without the express agreement of the YCO and not to re-charter the craft
  - not to use the craft for towing other crafts or to be towed or rescued by other crafts except in cases of emergency; should such an emergency arise, orders have to come from the YOC (or a person authorized by him). Should this not be possible, the Skipper has to establish contact with the skipper of the other vessel and come to an agreement about costs of towing or other rescue operations before help is accepted.
  - not to let the engine run if the ship sails in a sloping position and to use the engine only as long as it is necessary; sails should be adapted to the rig and to the existing wind forces
  - to leave a protected harbor only if the principles of good seamanship allow this
  - to leave unsafe anchorage places or moorings if the weather forecast, the existing weather conditions or the foreseeable development makes it necessary.
  - to take care that while the craft is anchored or moored danger to the craft has to be recognizable at all times, thus allowing measures to be taken to avoid danger
- c) In case of failure of the boat or its equipment Charterer/Skipper have to inform YCO immediately; call base manager or call one of the phone numbers noted in the boat documents. YCO have to repair such fault promptly, immediately after receiving the notice. If YCO repair the fault within 24 hours from notification, Charterer/Skipper is not entitled to demand indemnification.
- d) In case of major sea damage or accident, possible delay or loss of maneuverability of the craft, the YCO has to be informed at once. The Charterer/Skipper has to undertake everything in his power to reduce the effects as well as to avoid consequential damage (for instance breakdown, etc.). Moreover, the Charterer/Skipper is obliged to keep a record of the details of the damage and – provided there are claims of third parties – to have all the data confirmed by the relevant authorities. The Charterer/Skipper is fully liable for all direct and consequential costs such as confiscation of the craft if it is within the scope of responsibility of the Charterer/Skipper or members of the crew.
- e) If there is reason to assume that the craft is damaged in the part under water, the craft has to be navigated to the nearest port where the services of a diver must be engaged, the supply of a crane organized or a slip up arranged. The costs have to be borne by the Charterer.
- f) Theft of the craft or of part of the gear or equipment has to be reported to the nearest police precinct
- g) Rented equipment and watersport toys (jet ski, water skis, wakeboard, sea bob, kayak, banana & donut, extra tender etc) Client will use on its own responsibility. In case of any damage done while using the rented equipment, Client should pay for damage before leaving the yacht. Payment is possible on the spot in cash, by credit card or can be charged from Client security deposit that was left before boarding. In case of using MYBA contract, damage can be covered from APA payment, if there are sufficient funds at the end of charter. If overall APA payment was used, It is Client obligation to pay for damage on the spot with cash or by credit card.
- h) Animals may be taken aboard only with the express permission of the YCO.

## 10. Check-out

- a) The Charterer/Skipper has to return to marina at the time noted in contract/booking confirmation. If the Charterer/Skipper is unable to return the vessel, he has to inform the YCO and make arrangements to have the vessel returned by another person at the Charterer's cost and risk. Until the check-out procedure the Charterer has to leave a qualified person on board.
- b) The delay of 1 hour or more on the date of Check-out YCO will charge daily Charter fee (from the yacht price without extras)
- c) The Charterer/Skipper has to return the vessel to the YCO at the date and hour agreed per contract/booking confirmation. Until 9AM the entire crew has to leave the boat, including their baggage.
- d) At the check-out any part of the equipment or gear lost or damaged has to be recorded in detail and paid for. The amount may be deducted from the deposit. The YCO also has to be informed about groundings and possible defects.

- e) If vessel and equipment are in good condition, clean, complete and with a full tank, the deposit will be returned to the Charterer. The proper condition of the vessel at check-out has to be confirmed and signed jointly by Charterer/Skipper and YCO or their deputies.
- f) If the vessel is not properly cleaned inside and outside, the YCO is entitled to have cleaning arranged at the Charterer's expense, depending of the boat size, between 150-300 EUR.
- g) If repairs are necessary, the Charterer has to contact the YCO and agree on an earlier return of the vessel, so that work can be done in good time for the next charter. If the damage is within the YCO's responsibility, fees covering the loss (day(s) will be reimbursed to the Charterer. Any additional claims by the Charterer (cost of overnight stays, etc.) are excluded. If the Charterer causes the damage, no compensation for lost time during the trip will be disbursed.
- h) Deposit will be handed back to the Charterer after deducting the retainer and all costs incurred by repairing the damage that are not covered by the insurance. The deposit may also be withheld if the repair costs or other expenditures to be paid from the deposit cannot be calculated exactly at the time of the vessel check-out.
- i) Any claims for damages raised by the Charterer/Skipper against the YCO will be consider during check -out. In the case that complain can not be solved during check-out procedure, it should be send to YCO by e-mail in writing within 2 weeks (14 days) after finished charter, otherwise will not be taken into consideration.

### **11. Restrictions Ordered by the YCO**

The YCO reserves the right to limit the range of the vessel either based on the vessel's category or if conditions for navigation are unsafe or otherwise unusual. A ban on navigating the vessel at night may also be pronounced by the YCO. The responsibility for ignoring such restrictions is exclusively with the Charterer/Skipper.

### **12. Liability and Place of Jurisdiction**

All disputes between Charterer and YCO have to be settled directly between these two. If arbitration or court proceedings are required, the place of jurisdiction is at the location of the YCO Head Office. For any disputes between the Charterer and the YA, Croatian Law shall apply. If it is a case for the Courts, the place of jurisdiction will be the location of YA Head Offices.

### **13. LIABILITY OF THE YA**

The YA act as the intermediary between Charterer and YCO. His liability does not exceed his specified tasks or responsibilities as laid down.

If parts of the Contract are null and void or invalid, the other parts retain their validity. The signers reserve the right to correct mistakes, misprints or errors in calculating.

Any agreements not contained in the Contract, oral promises or changes have to be confirmed in writing.

By signing the document, the Charterer affirms that he has read the General Terms and agrees to the content.

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Place & Date

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Charterer

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*Adriatic Sailing Ltd*